

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **GM4051**Due Date: **03/02/04 at 3:00 P.M.**

Date Sent: February 10, 2004

Agency Contract

Goods and services to be
 purchased:

**PROVIDE INFORMATION TECHNOLOGY CONSULTING SERVICES FOR THE UTAH DEPARTMENT OF
 TRANSPORTATION-ePM mPS CONVERSION AND ENHANCEMENTS USING ORACLE DEVELOPER
 TOOLS**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: GM4051

Due Date: 03/02/04

Vendor Name:

THE STATE OF UTAH, DIVISION OF PURCHASING, HAS RELEASED THIS REQUEST FOR PROPOSALS (RFP) IN BEHALF OF THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT). THE PURPOSE OF THIS RFP IS TO SOLICIT PROPOSALS FROM FIRMS OR INDIVIDUALS INTERESTED IN PROVIDING UDOT WITH A QUALIFIED TEAM, COMPRISED OF NO LESS THAN TWO MEMBERS, TO PERFORM AND COMPLETE WORK ON THE ePM MPS CONVERSION AND ENHANCEMENT PROJECTS, USING ORACLE APPLICATION AND DEVELOPMENT TOOLS. UDOT IS LOCATED AT 4501 SOUTH 2700 WEST, SALT LAKE CITY, UTAH 84119. THE REQUIREMENTS ARE ATTACHED.

ALL TECHNICAL AND GENERAL QUESTIONS OR REQUESTS FOR CLARIFICATION, REGARDING ANY ASPECT OF THE PROPOSAL MUST BE MADE IN WRITING, VIA E-MAIL, NO LATER THAN NOON (MST), FEBRUARY 17, 2004. SUBMIT QUESTIONS OR REQUESTS TO jamesphillips@utah.gov. REQUESTS RECEIVED AFTER THAT DATE MAY NOT BE CONSIDERED. RESPONSES WILL THEN BE POSTED TO THE DIVISION OF PURCHASING WEBSITE VIA AN ADDENDUM.

6 COPIES OF THE PROPOSAL MUST BE SUBMITTED TO UTAH DIVISION OF PURCHASING. THE RFP REFERENCE NUMBER MUST APPEAR ON THE ENVELOPE OR BOX CONTAINING YOUR PROPOSAL.

A PRE-PROPOSAL CONFERENCE FOR THIS SOLICITATION IS NOT PLANNED.

IT IS ANTICIPATED THAT THIS RFP MAY RESULT IN MULTIPLE CONTRACTS BEING AWARDED. THE CONTRACT(S) RESULTING FROM THIS RFP MAY BE FOR A PERIOD OF UP TO TWO (2) YEARS. THE CONTRACT(S) MAY BE EXTENDED BEYOND THE ORIGINAL CONTRACT PERIOD FOR UP TO AN ADDITIONAL YEAR AT THE STATE'S DISCRETION AND BY MUTUAL AGREEMENT.

REFERENCE RX: 810 46000000114

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile**

transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code

Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c)

Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

Utah Department of Transportation REQUEST FOR PROPOSAL

IT Consulting Services – ePM MPS Conversion and Enhancements Solicitation # GM4051

E X E C U T I V E S U M M A R Y

Project Name: ePM MPS Conversion and Enhancements

Requested Service: Software Application Modification using Oracle Developer Tools

Operating Location: Salt Lake City area

State Purchasing Agent: Glendon Mitchell, C.P.M.
3150 State Office Building, Capital Hill
Salt Lake City UT 84114-1061
Phone Number: (801) 538-3138
E-mail: gmitchell@utah.gov

UDOT Purchasing Agent: James T. Phillips, C.P.M., A.P.P.
Fax Number: (801) 965-4073
E-mail: jamesphillips@utah.gov

Note: All questions or inquiries pertaining to this Proposal shall be directed (via e-mails) to the above UDOT Purchasing Agent.

Project Manager: Daniel Avila
Fax Number: (801) 965-4564
E-mail: DAVILA@utah.gov

Contract Type: Requirements Contract

Est. Contract Award Date: March 17, 2004

Est. Performance Period: March 24, 2004 – June 30, 2005

Overall Project Timeline

RFP Release by State Purchasing:	February 10, 2004
Supplier Questions Due:	February 17, 2004
Response to Questions Due to Suppliers:	February 23, 2004
RFP Responses Due from Suppliers:	March 2, 2004
If necessary, Oral Presentations by Suppliers:	March 15, 2004
Tentative Contract Award Date:	March 17, 2004

1 Project Overview and General Requirements/Information

1.1 Background and Scope

1.1.1 Background. The UDOT Electronic Program Management (ePM) system is a multiple-function Oracle database system. This system provides preconstruction project scheduling, management unit work schedules, project cost tracking, personnel timesheets, and process analysis and evaluation, as well as many other functions. The ePM system (excluding the Multiple Project Scheduler (MPS)) was converted about a year ago from ADABAS/Natural to Oracle.

The preconstruction project-scheduling tool is referred to as the Multiple Project Scheduler (MPS). Multiple project scheduling works by setting aside the man-hour resources necessary to complete each scheduled activity. There are approximately 100 preconstruction activities. Each activity for every project is assigned to a specialty Management Unit that has the technical expertise to do the work. MPS does a prioritized scheduling of all activities based on project completion date and those activities that are determined to be on the critical path within the activity network. Currently, there is only one project activity network that is used as a model for all of UDOT's projects. Each activity is scheduled within the constraints of available resources and the consideration of all project development work that must be completed.

Currently, the MPS module is comprised of two Fortran modules, Unix Scripts, JCL, and PL/SQL. There is minimal existing documentation on the MPS module other than the code itself

1.1.2 Scope. It is UDOT's intent to convert the existing MPS module from its current condition of multiple outdated programming languages into Oracle technology. The MPS module will be converted and enhanced to more accurately model UDOT's current business practices. Additionally, modifications will be done on the existing database, forms, and reports to address these business changes.

1.2 RFP Introduction

1.2.1 Purpose. The purpose of this RFP is to solicit proposals from firms or individuals interested in providing UDOT with a qualified team, comprised of no less than two members, to perform and complete work on the ePM MPS conversion and enhancement projects, using Oracle application and development tools. This RFP is designed to provide interested Offerors with sufficient information to submit proposals that are responsive to the requirements of this request. This RFP does not intend to limit a proposal's content or exclude any relevant or essential data.

1.2.2 Review. Once proposals have been received, they will be initially reviewed to determine if Offerors' team meets the stated qualification requirements (Reference 1.3) and for responsiveness to proposal submittal requirements identified herein. Proposals meeting these requirements will be considered responsive to the RFP, and will then be evaluated to determine "best net value", using the evaluation criteria referenced in Section 4.

- 1.2.3 Award.** A contract will be established with the Offeror whose proposal has been determined to be the “best net value” for the State. It is anticipated that this RFP may result in multiple contracts being awarded. The contract(s) resulting from this RFP may be for a period of up to two (2) years. The contract(s) may be extended with options beyond the original contract period for up to an additional year at the State’s discretion and by mutual agreement. There is no guarantee contracts will be awarded. The State reserves the right to cancel this solicitation at any time and not award a contract(s) if that is in the best interest of the State. Any contract(s) resulting from this RFP will include the State’s standard terms and conditions, which may be accessed at www.purchasing.utah.gov .
- 1.2.4 Proposal Origin.** The State of Utah’s Division of Purchasing and General Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Transportation. The reference number for the transaction shall be referenced on all proposals, correspondence, and documentation relating to the RFP.
- 1.3 Offerors’ Team Qualification Minimum Requirements.**
To be considered for this RFP, at least one member of the Offerors’ Team shall meet or exceed the Mandatory Skills.
- 1.3.1 Mandatory Skills:**
- 1.3.1.1** Minimum 5 years of demonstrated programming experience with Oracle Forms/Reports, at least 2 of those years using Oracle Forms/Reports 6i or better.
 - 1.3.1.2** Minimum 4 years of demonstrated programming experience with PL/SQL
 - 1.3.1.3** Minimum 1 year of demonstrated programming experience with Oracle Designer Data Modeling and generating databases
 - 1.3.1.4** A demonstrated ability to read and understand Fortran
 - 1.3.1.5** A demonstrated ability to read and understand Unix Scripts
- 1.3.2 Desirable Skills:**
- 1.3.2.1** Demonstrated experience with ADABAS/Natural
 - 1.3.2.2** Demonstrated experience with Job Control Language(JCL)
- 1.4 Bonding Requirements.** Not required for this solicitation.
- 1.5 Definition of Terms.** This section contains definitions used throughout this document, including appropriate abbreviations.
- 1.5.1 Contractor:** successful Offeror who enters into a binding contract for selected team.
- 1.5.2 Determination:** decision by UDOT’s Source Selection Evaluation Team, and endorsed by the Procurement Manager, including finding of facts supporting a decision. A determination becomes part of the procurement file to which it pertains.

- 1.5.3 Desirable:** the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.5.4 Evaluation Team Recommendation:** a written recommendation prepared by the Procurement Manager and the evaluation team for submission to State Purchasing for contract award, containing all written determinations resulting from the evaluation of proposals, based on predetermined criteria.
- 1.5.5 Finalist:** an Offerors’ Team who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offerors’ Team for further consideration by the evaluation team.
- 1.5.6 Fully Loaded Hourly Rate:** All-inclusive rate to include per diem, travel, and any other cost figures that may be included in pricing totaled into one hourly rate of a single dollar figure.
- 1.5.7 Mandatory:** the terms “must”, “shall”, “will”, “is required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of an Offerors proposal.
- 1.5.8 Negative Float:** Project Management term used to describe when a critical path activity on a project has taken longer than what was originally planned and there are no extra days to compensate for the extra time needed. This results in the overall project completion date to be later than originally planned or “behind schedule” .
- 1.5.9 Offeror:** any person, corporation, partnership, or joint venture, licensed to conduct business in the State of Utah, who chooses to submit a proposal.
- 1.5.10 Procurement Manager:** person or designee authorized by UDOT to manage or administer procurements requiring the evaluation of competitive sealed proposals.
- 1.5.11 Request for Proposals:** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals, including addenda found at the State of Utah Procurement Web Site.
- 1.5.12 Responsible Offeror:** Offeror who submits a responsible proposal and who has furnished, as required, data to prove that financial resources, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 1.5.13 Responsive Offer or Responsive Proposal:** offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
- 1.5.14 Source Selection Evaluation Team (SSET):** body or committee appointed by the Utah Department of Transportation Project Technical Leader, consisting of at least three members, to perform the evaluation of Offeror proposals.

1.5.15 Team: Comprised of Offeror's candidates. A Team should be comprised of at least 2 candidates. One candidate should be designated as the project Technical Lead. The Technical Lead will supervise the other candidate(s). The Technical Lead will be expected to do at least 40% of the work on the project.

1.6 RFP Reference Documents. Not required for this solicitation.

2 Project Requirements

2.1 Complete conversion of the MPS module and enhancement modifications to ePM system, based on specifications provided to Candidate:

- 2.1.1** Convert the existing MPS module (primarily comprised of Unix scripts, Fortran, and PL/SQL) into Oracle technology
- 2.1.2** Explore and present a conversion plan.
- 2.1.3** Simplify the processing taking place. Eliminate the multiple transferring of data from one programming language to another. Eliminate the generation of flat files.
- 2.1.4** Determine how to handle the multi dimensional arrays that exist in the current MPS module
- 2.1.5** Create subroutines and functions so repeat processes and calculations are consistent
- 2.1.6** Correct code that is not correctly resetting dates and code that is not correctly testing the network integrity.
- 2.1.7** Standardize the business rules through out the MPS module
- 2.1.8** Capture important data so it can be displayed in existing and/or new forms and reports.
- 2.1.9** Develop documentation for the new MPS module that explains and diagrams the processing taking place.
- 2.1.10** Develop a new error tracking system
- 2.1.11** Use real numbers for the hours instead of integers

2.2 Change Converted MPS module to reflect UDOT's current business practices.

- 2.2.1** Incorporate the ability to have Multiple Project Activity Networks
- 2.2.2** Incorporate the ability to allow Negative Float. (Allow projects to be reflected as behind schedule.)
- 2.2.3** Incorporate the ability to allow Multiple Management Units to be assigned to one activity
- 2.2.4** Capture the forced and normally scheduled hours for a management unit so that data can be displayed in existing and/or new forms/reports.
- 2.2.5** Eliminate the unlimited man power flag
- 2.2.6** Implement the ability to restrict forced scheduling of management units

2.3 Make all necessary changes to MPS module, database, tables, forms, reports, and all other parts of the ePM system that may be affected to incorporate the ability to have Multiple Project Activity Networks. Numerous activity networks to model the various types of projects will help project schedules be more accurate.

- 2.3.1** Create new and modify existing tables (approximately 4 tables impacted)
- 2.3.2** Develop new ePM 450 Project Characteristics form(s) to accommodate User specified Activity Network
- 2.3.3** Modify existing Single Project Scheduling (SPS) and MPS procedures
- 2.3.4** Modify existing forms (approximately 6 forms impacted)
- 2.3.5** Modify existing reports

- 2.4** Make all necessary changes to MPS module, database, tables, forms, reports, and all other parts of the ePM system that may be affected to incorporate the ability to have Negative Float on a project. Currently, the ePM system does not allow for negative float, so should an activity take longer than planned, the project completion date must be changed or another critical path activity duration shortened, thus creating inaccurate representations of the situation.
- 2.4.1** Modify existing tables
 - 2.4.2** Modify PL/SQL code that validates time value
 - 2.4.3** Modify SPS procedure
 - 2.4.4** Modify MPS to remove validity check
 - 2.4.5** Modify existing forms (approximately 6 forms impacted)
 - 2.4.6** Modify existing reports (approximately 2 reports impacted)
- 2.5** Make all necessary changes to MPS module, database, tables, forms, reports, and all other parts of the ePM system that may be affected to incorporate the ability to have Multiple Management Units Assigned to an Activity.
- 2.5.1** Incorporate the ability to split responsibility for an activity between two management units
 - 2.5.2** Create new or modify existing tables (approximately 2 tables impacted)
 - 2.5.3** Significant modification to existing PL/SQL
 - 2.5.4** Significant modification to existing ePM 220 form
 - 2.5.5** Modify existing forms/views (approximately 15 forms impacted)
 - 2.5.6** Modify existing reports (approximately 10 reports impacted)
- 2.6** Additional development or modifications as determined by Project Manager.
- 2.7** Extensive testing will be required. It is not likely comparison testing can be performed between the old and the new MPS module, due to the enhancement changes. May have to generate data to use in the testing of MPS.
- 2.8** Successful Team should be prepared to work on site. Work to be performed is estimated to take one programmer 18 months to complete.
- 2.9** UDOT utilizes the right for complete evaluation and review before final acceptance. There will be 15% holdback on work completed until final acceptance. The project will be divided into manageable tasks and milestones to ease billing and retention. Upon completion of all tasks, there will be a 90-day test period of the MPS module before final acceptance of that task.
- 2.10** Continual communication with Project Manager, ePM Staff, User's group, Steering Committee

3 Proposal Preparation and Submission Instructions

- 3.1 Organization of Proposal.** In order to be deemed responsive to this RFP, the Offeror must divide their proposal into the following eight sections:

- 3.1.1 RFP Form.** (Will not count toward page maximum) The State's RFP form shall be completed and signed by a representative authorized to bind the Offeror.
- 3.1.2 Executive Summary.** (Maximum of 1 page) The executive summary is to briefly describe the Offerors' proposal. The summary should highlight major features of the proposal. It may express interest in the project, state qualifications to do the work, or recount any information on the project team that may be useful or informative to UDOT. It must indicate any requirements that cannot be met by the Offeror. Members of the evaluation team should be able to determine the essence of the proposal by reading the executive summary. Proprietary information request should be identified in this section. The executive summary shall contain a statement confirming the proposal is a firm offer. The Executive Summary will not be used to score the proposals.
- 3.1.3 Form A –Mandatory Skills** (No page limit, will not count toward page maximum). Form A – Mandatory Skills is required. Variations of Form A are acceptable, but a similar format should be followed. At least one member of the Team should meet or exceed the Mandatory Skills. Proposed Teams not meeting the Mandatory Skills(reference 1.3.1) will not be considered for further evaluation. Form A will not be used to score the proposals.
- 3.1.4 Pricing.** (Maximum of 1 Page)This section shall include a cost proposal of a fully loaded hourly rate for each team member. No other expense reimbursements will be considered.
- 3.1.4.1** List the name, job title and fully loaded hourly rate for each team member.
- 3.1.4.2** The total rate per hour for the team should also be included.
- 3.1.5 Project Team** (Maximum of 7 pages)
- 3.1.5.1 Company Work History.** This section shall include a brief description of the Company work history as it relates to this project and introduce the proposed Team Members and their roles in the project.
- 3.1.5.2 Personal Profile.** This section will include a Personal Profile of each team member. The Personal Profile of each Team member must contain a work history in the skills listed (reference 1.3), including the beginning and ending date, the work performed by the candidate (not the project team) on the listed project, and a reference that can confirm team member's role in the project.
- 3.1.6 Approach to the Project** (Maximum of 3 pages)
- 3.1.6.1 Provide a response to the following:**
- 3.1.6.1.1** Describe the course of action proposed to meet the goals, objectives, and requirements of the project. Be realistic, clear, and concise.
- 3.1.6.1.2** Identify potential impediments, conflicts, or problems.

3.1.6.1.3 Provide a Gantt chart with the order and durations of the main items of work identified to complete the project in an efficient timely manner.

3.1.7 Knowledge of Project Management Principles (Maximum of 1 page)
This section should provide information on the team or specific team member's knowledge of Project Management Principles and experience developing or working on UDOT's Preconstruction Program Management System (PPMS) or ePM systems or on any other computer system based on Project Management Principles.

3.1.8 Demonstrated Conversion Project Experience (Maximum of 1 page)
This section should provide descriptions of similar projects in design and scope to the proposed project that the team or specific team members have worked on. References for each project should be provided.

3.2 Preparation of Proposal

3.2.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Offerors' Team. Emphasis should be on completeness and clarity of content.

3.2.2 Proposal Format Requirements:

3.2.2.1 6 Copies (Number sequentially from one to 6 on the upper right hand corner of the cover)

3.2.2.2 Color is allowed

3.2.2.3 8.5" X 11" Page Sizes

3.2.2.4 One(1") Margins (Exceptions: consultant Name/Logo and Page Headers/Footers may be within margin)

3.2.2.5 Size 10 Font (or Greater)

3.2.2.6 Front and Back Cover Pages are allowed. (Information on cover pages is not restricted)

3.2.2.7 14-Page Maximum.(The proposal has a maximum page limit of 14 pages.)

A page is defined as a single-sided 8.5" x 11" sheet that contains text, pictures, tables, or graphics.

The RFP Form, Form A, and Cover Pages will not count towards the page maximum.

3.2.3 The State is not liable for costs incurred by Offerors prior to the issuance of any agreement or contract, nor will State pay for information solicited or obtained.

3.2.4 A Pre-Proposal Conference for this solicitation is not planned.

3.2.5 All technical and general questions or requests for clarification, regarding any aspect of the proposal must be made in writing, via e-mail, no later than Noon (MST), February 17, 2004. Submit questions or requests to jamesphillips@utah.gov Requests received after that date may not be considered. Responses will then be posted to the Division of Purchasing website via an addendum..

- 3.2.6** The State reserves the right to amend this RFP at any time prior to the due date. Any addenda containing revisions will be furnished to all prospective firms listed by the Division of Purchasing and General Services via e-mail.
- 3.2.7** Proprietary Information. The proposal of the successful Offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. Offerors must clearly identify in the executive summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The executive summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

3.3 Submission of Proposal

- 3.3.1** In order to be considered for selection, Offerors must submit a response using the format specified in this RFP (reference 3.2.2)
- 3.3.2** Proposals must be received by State Purchasing and stamped on or before 2 PM. (MST), March 2, 2004. Proposals received after the deadline will be late and be ineligible to receive further consideration.
- 3.3.3** 6 copies of Proposal must be submitted to Utah State Purchasing. Proposals must be sent to:

State of Utah Division of Purchasing and General Services
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

The RFP reference number must appear on the envelope or box containing your proposal.

- 3.3.4** The State reserves the right to waive any informality in any proposal received, or negotiate changes with the Offeror, if it is in the State's best interest to do so.
- 3.3.5** The State reserves the right to reject any or all proposals received in response to this RFP.

4 Proposal Evaluation and Selection Procedures

- 4.1 Objective.** The objective of the proposal evaluation and selection process is to select the Offeror whose proposal has the highest degree of credibility and whose performance can be expected to best meet the State's requirements at an affordable cost.

- 4.2 Initial Evaluation.** Each proposal will first be evaluated against the Mandatory Skill Requirements (reference 1.3.1). Proposals that fail to comply with mandatory requirements will be rejected and will receive no further consideration.
- 4.3 Detailed Evaluation.** A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. A Source Selection Evaluation Team will be established. Members of the team will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each team member will be combined into a composite score for each offer.
- 4.3.1 Source Selection Evaluation Team.** The team will be composed of at least five evaluators.
- 4.3.2 Evaluation Criteria.** The following criteria with associated points shall be used in the detailed evaluation.
- 4.3.2.1 Cost Proposal.** 40 points. Cost shall be evaluated to determine realism; completeness and reflective of current market conditions, to ensure all aspects of cost have been considered. Once these items are acceptable, the Offeror who has the lowest rate shall receive the highest cost proposal evaluation.
- 4.3.2.2 Programming Skills.** 20 points. The Offeror who has the most competent background and knowledge of the tools and development environment required to complete this project shall receive the highest score in this area.
- 4.3.2.3 Approach to the Project.** 15 points. The Offeror who provides the best approach to the project and most realistic expectations of potential problems shall receive the highest score.
- 4.3.2.4 Knowledge of Project Management Principles.** 15 points. The Offeror with the most UDOT PPMS or ePM specific experience and project management knowledge shall receive the highest evaluation.
- 4.3.2.5 Demonstrated Experience.** 10 points. The Offeror with the most experience and expertise on this type of conversion and enhancement project shall receive the highest score in this area.
- 4.3.3 Criteria Scoring.** For all criteria, scoring will range from zero (non-responsive) to maximum points possible (see section 5 for Score Key).
- 4.3.4 Oral Presentations.** Offerors' whose proposals are determined to be reasonably viable of being selected for contract award (a finalist) may be required to deliver oral presentations to the Source Selection Evaluation Team. Presentations will be for the purpose of clarifying an understanding of requirements, technical background, previous experience with similar projects or other aspects of the proposal. The Presentation may include verbal questions to the Proposed team and may require the team to demonstrate their ability to understand Fortran code by interpreting a

sample section of Fortran code. Proposals may be accepted without oral presentations. If UDOT requests oral presentations, scoring will be finalized after the presentations. If oral presentations are not requested, UDOT will finalize scoring using the above criteria. Oral presentations will be made at the Offerors expense.

4.4 Selection

4.4.1 The Candidate(s) achieving the highest overall score will be selected for contract award.

4.4.2 Unsuccessful Offerors shall be notified in writing.

4.4.3 A formal debriefing of the Offerors proposal evaluation is not planned.

4.5 Contract(s) Award. The State of Utah's Division of Purchasing and General Services will complete the contract award. The State reserves the right to award contracts to multiple firms (multiple awards) at the State's sole discretion.

4.5.1 The contract(s) will incorporate the Offerors response and the original RFP.

5 Score Key

5.1 Cost.

The scores for Cost are derived from a formula provided by Procurement that scales the total rate for the team. 40 points will be awarded for the lowest rate.

5.2 Programming Skills.

Scores are based on the level of expertise using Oracle Developers tools, Forms & Reports 6i or better, PL/SQL, Fortran, Unix Scripts, JCL, and ADABAS/Natural.

5.2.1 Each team member will be evaluated individually in this section.

5.2.2 A weighted average will be used in this section.

5.2.2.1 The team member designated, as the Project Technical Lead will be weighted 60%.

5.2.2.2 The remaining team members will be divided up equally of the remaining 40%.

Score	Description
17 - 20	8 or more years of demonstrated programming experience with Oracle Developers tools. 3 years or more of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 4 years demonstrated programming experience with PL/SQL. Extensive experience in data modeling/database design using Oracle Designer. 2 or more years of demonstrated programming experience in Fortran. 1 or more years of demonstrated programming experience with Unix Scripts. Demonstrated programming experience with JCL and ADABAS/Natural. Oracle Certified Developer Certification
13 - 16	6 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle

	Forms & Reports 6i (or better), and 4 years demonstrated programming experience with PL/SQL. Some experience with data modeling/database design. 1 or more years of demonstrated programming experience in Fortran. Demonstrated programming experience with Unix Scripts, JCL AND ADABAS/Natural.
8-12	5 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 3 years demonstrated programming experience with PL/SQL. Some experience with Fortran, Unix Scripts, JCL, OR ADABAS/Natural.
6-7	4 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 2 years demonstrated programming experience with PL/SQL. Limited experience with Fortran, Unix Scripts, or JCL
4-5	3 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 2 years demonstrated programming experience with PL/SQL.
1 - 3	3 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), or 2 years demonstrated programming experience with PL/SQL.
0	Does not meet requirements – no programming experience in Oracle tools.

5.3 Approach to Project

Scores are based on response to questions and the Gantt chart provided by the Team.

Score	Description
10 - 15	Provided a logical action plan to complete the project and identified at least three potential problems that could occur on the project. One of the potential problems is something that could impact the delivery of the project in a timely manner. Gantt chart with Consultant's interpretation of the major tasks identified with estimated durations.
6 - 9	Provided a plan to complete the project and identified at least two potential problems that could occur on the project. Gantt chart provided.
3 - 5	Provided a plan to complete the project and identified only one potential problem.
1 - 2	Provided a plan to complete the project or identified only one potential problem.
0	No response to questions

5.4 Knowledge of Project Management Principles.

Points will be awarded for those teams that have members who have previous experience working with UDOT's PPMS or ePM systems. Some consideration is also given for having worked on a non-UDOT system based on Project Management principles or knowledge of project management terms and principles.

Score	Description
13 - 15	Extensive experience developing or designing PPMS, ePM, or MPS at UDOT.
9 - 12	Some experience developing or designing PPMS, ePM, or MPS at UDOT.
6 - 8	Knows of UDOT's PPMS or ePM systems, but hasn't worked on them. However, they have worked on a non-UDOT system based on Project Management principles. Demonstrated strong understanding of project management terminology.
1 - 5	Limited work on a UDOT application. Limited understanding of project management terminology.
0	Has no experience developing UDOT Transportation applications or doesn't know anything about project management terminology.

5.5 Demonstrated Experience.

Scores are based on programming experience working on a similar conversion and enhancement projects. Points will be awarded to teams or those teams with members that have worked on similar conversion and enhancement projects.

Score	Description
8 - 10	Designed, developed and implemented an Oracle application that was converted and enhanced from Fortran, Unix scripts, and JCL.
6-7	Designed, developed, and implemented an Oracle application that was converted and enhanced from another programming language.
3 - 5	Assisted in Design and Development of an Oracle application that was converted and enhanced from another programming language.
1 - 3	Assisted in a conversion project or enhancement project.
0	Has no experience on a conversion or enhancement project.

FORM A

Mandatory Skills

(At least one Team Member must meet these skills)

Team Member: John Doe

Minimum Requirement	Experience (Description of project and detailed explanation of work performed)	Project Duration (Months)
5 years demonstrated programming experience in Oracle Forms/Reports, at least 2 of those years using Oracle Forms/Reports 6i or better	ABC Enterprise - Conversion project; primary responsibility was to develop all forms and reports using Oracle 9i (Jul 2002 - Jan 2004)	18
	DEF Company - Enhancement project; modified and changed all the forms in the system using Oracle Forms/Reports 8i (Jun 2001 - Jun 2002)	12
	GHI Inc. - Technical lead and Senior Lead developer in the development of screens and reports of a new database system. Designed all necessary forms and reports using Oracle Forms/Reports 8i. (Dec 1999-May 2001)	18
	JKL Business- Forms Development and Modification - Oracle 6i (Nov 1998-Nov 1999)	12
	TOTAL MONTHS USING ORACLE FORMS/REPORTS 6i or Better:	60
	TOTAL MONTHS USING ORACLE FORMS/REPORTS:	60
4 years demonstrated programming experience in PL/SQL		
	TOTAL MONTHS:	
1 yr Oracle Designer Data Modeling and generating databases		
	TOTAL MONTHS:	
Demonstrated ability to read and understand Fortran		
	TOTAL MONTHS:	
Demonstrated ability to read and understand Unix Scripts		
	TOTAL MONTHS:	

6 Contractual Special Terms and Conditions

- 6.1 Payment Schedule: Payments to the Contractor shall be made every two weeks after the submission of a detailed invoice.
- 6.2 Contract: The contract(s) resulting from this RFP shall be for 2 years, with a (fully loaded) hourly rate, with a possible renewal option of one (1) year.
- 6.3 Wages: The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
- 6.4 Invoicing: The Contractor shall submit invoices for authorization to pay to:
Utah Department of Transportation
Attention : Daniel Avila
Box 148425
4501 South 2700 West
Salt Lake City, Utah 84114-8425

Payment of invoices will be sent via mail. The State reserves the right to correct invoices.

THE CONTRACT NUMBER SHALL APPEAR ON ALL INVOICES FOR PAYMENTS

- 6.5 **Non-Assignment** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

Complete Contract: This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.

- 6.6 **PROGRESS PAYMENTS** Progress payments will be made, with 15% of the invoiced amount retained as a performance guarantee when indicated, based upon the State financial cycle.
- 6.7 **FINAL PAYMENT** Final payment, including any amounts retained, shall be made 90 days after final sign off for each task and deliverable, such as file translation, custom computer programming or project records, and system test materials and documentation have been received and accepted by the STATE Project Manager as accurate and complete.
- 6.8 **PRICE GUARANTEES** The CONTRACTOR agrees the prices bid on services in this contract

shall be guaranteed through completion of the project.

- 6.9 **NOTIFICATION** Notice given under this Contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to CONTRACTOR:

Attention: _____

Fax _____

Also copies to:

Attention: _____

Fax _____

If to STATE:

Utah Department of Transportation

Attention: Dan Avila

Box 148425

4501 South 2700 West

Salt Lake City, UT 84114-8425

davila@utah.gov

Fax 801-965-4564

also copies to:

Utah Department of Transportation

Attention: Rebecka Stromness

Box 148425

4501 South 2700 West

Salt Lake City, UT 84114-0100

rstromness@utah.gov

Fax 801-965-4564

Utah Department of Transportation

Attention: James Phillips

Box 148260

4501 South 2700 West

Salt Lake City, UT 84114-8260

jamesphillips@utah.gov

Fax 801-965-4073

- 6.9 **CHANGE IN PERSONNEL OR RESOURCES** No change in personnel or resources assigned to this project will be permitted without prior written approval of STATE Project Manager.
- 6.10 **RESPONSIBILITY FOR WAGES** The CONTRACTOR is responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.
- 6.11 **EMPLOYMENT OF STATE EMPLOYEES** The CONTRACTOR agrees not engage in any way the services on this contract of any present or former STATE employee who was involved as a decision

maker in the selection or approval process or who negotiated and/or approved billings or contract modification for this contract.

6.12 **NON-COMPETE AGREEMENTS** The CONTRACTOR represents that its officers and employees are free to contract with the STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with CONTRACTOR who is subsequently determined to be subject to such restrictions, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.

6.13 **CONFIDENTIAL INFORMATION** To the extent work under this contract requires the CONTRACTOR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The CONTRACTOR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purposes other than performance of this Contract, any specifications, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this Contract, except where required by law. CONTRACTOR agrees not to appropriate such information to their own use or disclose such information to other parties unless specifically authorized by the STATE in writing. The foregoing obligations, however, shall not apply to:

- a. Information, which, at the time of receipt by the CONTRACTOR, is in public domain.
- b. Information, which is published after receipt by the CONTRACTOR, or otherwise becomes part of the public domain through no fault of the CONTRACTOR.
- c. Information which the CONTRACTOR can demonstrate was already in its possession at the time of receipt, and was not acquired directly or indirectly from the STATE.
- d. Information which the CONTRACTOR can demonstrate was received from a third party who did not require the CONTRACTOR to hold such information in confidence.

6.14 **QUALITY OF SERVICES** CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.

No changes in the services to be provided by CONTRACTOR under this Contract shall be made without STATE prior written approval.

6.15 **DEVELOPMENT STANDARDS** CONTRACTOR agrees that all software development tools used for design, development, source code control and programs, will follow STATE standard. All software development tools must receive prior approval by the Project Manager before being used in the development/design phase of the project.

- 6.16 **PROGRESS REPORTS** The CONTRACTOR will submit progress reports every two weeks, following the format established by the STATE in sufficient detail to document the progress of the work and support the monthly claim for payment (time sheets listing the hours worked on per task). The report is to be submitted at the same time as an invoice. Payments will not be made without a supporting progress report.
- 6.17 **CONFERENCES** The CONTRACTOR will prepare and present written information and studies to the STATE so it may evaluate the features and progress of the work. Either party may request a conference at a place designated by the STATE. The conferences shall also include inspection of the CONTRACTOR services and work products when requested by the STATE.
- In regard to consultative work performed hereunder, the CONTRACTOR may be required to perform such additional work, during the warranty period, as is necessary to ensure any deliverable product hereunder meets the functional specifications as proposed by CONTRACTOR and approved by the STATE, or as otherwise agreed in writing as a part of this contract, without undue delays and without additional cost to the STATE.
- 6.18 **PROJECT REVIEWS** It is understood and agreed authorized representatives of STATE and, when federal Funds are used, the Federal Highway Administration, shall have the right to review and inspect the work in process, and the CONTRACTOR facilities, at any time during normal business hours or by appointment.
- 6.19 **RIGHT OF FUTURE DEVELOPMENT** The STATE reserves all rights to future development of this system, and is in no way required to obtain the services of the CONTRACTOR for these developments or release these developments to the CONTRACTOR.
- 6.20 **SIMILAR PRODUCTS** Should the STATE independently design, develop, or acquire ideas and concepts identical or similar to those provided by or contained in the CONTRACTOR product. CONTRACTOR agrees this Contract shall not prevent STATE from using such ideas or concepts to design, develop, or acquire hardware or software for its use, provided STATE does not copy the CONTRACTOR product.
- 6.21 **OWNERSHIP OF WORK PRODUCT** CONTRACTOR agrees that any and all work product shall be the sole and exclusive property of STATE.
- 6.21.1 CONTRACTOR further agrees that STATE is and shall be vested with all rights, title, and interests, including patent, copyright, trade secret, and trademark rights in CONTRACTOR work product produced under this Contract. CONTRACTOR shall not encumber said work product in any way or act(s) inconsistent with STATE title thereto.
- 6.21.2 CONTRACTOR is required to execute all papers including patent applications, inventing assignments, and copyright assignments, and otherwise shall assist STATE at STATE expense to

perfect in STATE rights, and other interests in CONTRACTOR work product expressly granted to STATE under this Contract. All services, information, computer elements, programs, reports and other deliverables, which may be created and patented or copyrighted under any resulting contract, are the property of STATE, and shall not be used or released by the CONTRACTOR or any other person, except with prior written permission of STATE. If any material including hardware or software, which is currently held, patented, or copyrighted becomes a functioning part of the product delivered, STATE must be notified in advance in writing. STATE will give written approval to proceed.

- 6.21.3 All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation to their further use. Cost to all the above items will be considered as included in the basic contract compensation of the work as described.
- 6.22 **INTELLECTUAL PROPERTY INDEMNITY** Upon STATE written notification to CONTRACTOR, CONTRACTOR shall defend, at its expense, any claim against STATE alleging the Services, or any part thereof, infringe on any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country, and shall pay all costs and damages awarded. If an injunction against STATE use, sale, lease, license, other distribution of the Services or Product, or any part thereof, results from such a claim (or, if STATE reasonably believes such an injunction is likely), CONTRACTOR shall, at its expense, (and in addition to the CONTRACTOR other obligations hereunder) and as STATE requests, obtain for STATE the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement resulting solely from CONTRACTOR compliance with STATE detailed design specifications, where provided.
- 6.23 **FACILITIES AND MATERIALS** The CONTRACTOR and all personnel working under this contract shall not acquire, borrow, copy, or use in any manner software, documentation, or data on any STATE data processing facility for use other than as required to complete this contract.
- 6.24 **SUSPENSION OF WORK** Should the STATE desire to suspend the work, but not terminate the contract, this will be done by written confirmation. The work may be reinstated upon two (2) weeks advance written notice from the STATE. The STATE understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.
- 6.25 **ASSIGNMENT OF CONTRACT** The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval from STATE. Neither shall the provision of monies due under this contract be assignable without prior written approval of STATE.
- 6.26 **FAILURE TO COMPLETE** At any time the CONTRACTOR determines the contract work cannot be completed within the specified time or budget, the CONTRACTOR must notified STATE in writing, immediately. The STATE may, at its sole discretion, extend the contract by written modification.

6.27 NON-PERFORMANCE If, at any time, CONTRACTOR fails to demonstrate the required expertise (as represented in the CONTRACTOR proposal) or fails to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace individual(s) with a competent individual(s). The STATE Project Manager must approve this replacement. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.

6.28 TERMINATION The occurrence of any of the following constitutes a breach by CONTRACTOR unless corrected by CONTRACTOR within two (2) weeks.

CONTRACTOR failure to perform services and/or deliver product on time.

Services performed and/or product delivered by CONTRACTOR does not conform to the terms set forth in this Contract.

CONTRACTOR fails to perform any material provision of this Contract.

CONTRACTOR assigns this Contract, or any obligation or rights hereunder. (The term "assigns" to include, without limitation, a transfer of majority.)

CONTRACTOR sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of STATE.

CONTRACTOR becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of CONTRACTOR assets.

CONTRACTOR shall cure any of the above breaches and notify STATE of such cure within two (2) weeks from receipt of a notice to cure from STATE. If CONTRACTOR fails to cure, STATE may terminate this Contract by giving CONTRACTOR written notice. STATE shall have no liability to CONTRACTOR thereafter except for payment of any balance due for conforming services performed prior to the date of STATE notice to cure. STATE may, at its option and without regard to CONTRACTOR ability to cure, terminate this Contract for cause in the event of any second or subsequent instances of the above breaches by CONTRACTOR

6.29 TERMINATION FOR OTHER THAN NON-PERFORMANCE If the STATE terminates for reasons other than non-performance, the CONTRACTOR is relieved of any performance responsibilities on the project, and the withheld performance guarantee amount will be released by the STATE. The estimated completion of projects may overlap in new fiscal years. (STATE fiscal year is from July 1, to June 30). If funding is not allocated for individual projects, which overlap into the new fiscal year, the project will be automatically terminated on June 30th without written notice to contract.

6.30 FORUM FOR ENFORCEMENT Any controversy or claim arising out of, in connection with, or relating to this Contract or a breach thereof shall be settled by arbitration under the arbitration rules

of the American Arbitration Association, Utah Board. The Statutes of the State of Utah shall govern the arbitration proceeding and the proceeding shall be held in Salt Lake City, Utah. Anything to the contrary contained in the above mentioned rules and statutes notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

6.31 DISPUTES Any dispute arising under this Contract, which is not resolved, by the STATE and CONTRACTOR shall be decided by a court of law under the terms of Section 6.30 Forum for Enforcement. Pending settlement of the final decision by the court, CONTRACTOR shall proceed diligently with the performance of the Contract in accordance with STATE direction.

The following pages will be used by the evaluation team to score the results for this RFP.

UTAH DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
Team Scoring
for
ePM MPS Conversion and Enhancements
February 2004

CONSULTING FIRM NAME:_____

PANEL MEMBER NAME:_____

MANDATORY SKILLS

To determine if a Team is viable, they must have the following detailed on Form A – Mandatory Skills

1. 5 years demonstrated programming experience in Oracle Forms/Reports, at least 2 of those years using Oracle Forms/Reports 6i or better.

Team Rating: _____ **(Pass or Fail. If Fail, explain why.)**

2. 4 years demonstrated programming experience in PL/SQL.

Team Rating: _____ **(Pass or Fail. If Fail, explain why.)**

3. 1 year Oracle Designer Data Modeling and generating databases.

Team Rating: _____ **(Pass or Fail. If Fail, explain why.)**

4. Must have demonstrated ability to read and understand Fortran.

Team Rating: _____ **(Pass or Fail. If Fail, explain why.)**

5. Must have demonstrated ability to read and understand Unix Scripts.

Team Rating: _____ **(Pass or Fail. If Fail, explain why.)**

If Team received a failing rating on any of the above categories, they did not meet mandatory requirements and cannot be considered for this contract – STOP here.

UTAH DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
Team Scoring for
ePM MPS Conversion and Enhancements
February 2004

CONSULTING FIRM NAME:_____

PANEL MEMBER NAME:_____

Programming Skills

Programming Skills Score Key

Score	Description
17 - 20	8 or more years of demonstrated programming experience with Oracle Developers tools. 3 years or more of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 4 years demonstrated programming experience with PL/SQL. Extensive experience in data modeling/database design using Oracle Designer. 2 or more years of demonstrated programming experience in Fortran. 1 or more years of demonstrated programming experience with Unix Scripts. Demonstrated programming experience with JCL and ADABAS/Natural. Oracle Certified Developer Certification
13 - 16	6 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 4 years demonstrated programming experience with PL/SQL. Some experience with data modeling/database design. 1 or more years of demonstrated programming experience in Fortran. Demonstrated programming experience with Unix Scripts, JCL AND ADABAS/Natural.
8-12	5 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 3 years demonstrated programming experience with PL/SQL. Some experience with Fortran, Unix Scripts, JCL, OR ADABAS/Natural.
6-7	4 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 2 years demonstrated programming experience with PL/SQL. Limited experience with Fortran, Unix Scripts, or JCL
4-5	3 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), and 2 years demonstrated programming experience with PL/SQL.
1 - 3	3 years of demonstrated programming experience with Oracle Developers tools. And at least 2 years of demonstrated programming experience with Oracle Forms & Reports 6i (or better), or 2 years demonstrated programming experience with PL/SQL.
0	Does not meet requirements – no programming experience in Oracle tools.

Evaluate each Team member's programming skills using the scoring key.

		Score	X	Weighted Factor*	=	Points
Team Lead:				0.6		
Member 2:						
Member 3:						
Member 4:						
Member 5:						
Team Total:						/20 points

*** Weighted Factors**

If 2 member Team: Team Lead = 0.6 and Member 2 = 0.4

If 3 member Team: Team Lead = 0.6 and all other Team Members = 0.2

If 4 member Team: Team Lead = 0.6 and all other Team Members = 0.133

If 5 member Team: Team Lead = 0.6 and all other Team Members = 0.1

Approach to Project

Points are awarded based on response to questions and the Gantt chart provided by the Team.

Score	Description
10 - 15	Provided a logical action plan to complete the project and identified at least three potential problems that could occur on the project. One of the potential problems is something that could impact the delivery of the project in a timely manner. Gantt chart with Consultant's interpretation of the major tasks identified with estimated durations.
6 - 9	Provided a plan to complete the project and identified at least two potential problems that could occur on the project. Gantt chart provided.
3 - 5	Provided a plan to complete the project and identified only one potential problem.
1 - 2	Provided a plan to complete the project or identified only one potential problem.
0	No response to questions

TEAM SCORE: _____ /15 points

Knowledge of Project Management Principles

Points will be awarded for those teams that have members who have previous experience working with UDOT's PPMS or ePM systems. Some consideration is also given for having worked on a non-UDOT system based on Project Management principles or knowledge of project management terms and principles.

Score	Description
13 - 15	Extensive experience developing or designing PPMS, ePM, or MPS at UDOT.
9 - 12	Some experience developing or designing PPMS, ePM, or MPS at UDOT.
6 - 8	Knows of UDOT's PPMS or ePM systems, but hasn't worked on them. However, they have worked on a non-UDOT system based on Project Management principles. Demonstrated strong understanding of project management terminology.
1 - 5	Limited work on a UDOT application. Limited understanding of project management terminology.
0	Has no experience developing UDOT Transportation applications or doesn't know anything about project management terminology.

TEAM SCORE: _____ /15 points

Demonstrated Experience

Scores are based on programming experience working on a similar conversion and enhancement projects. Points will be awarded to teams or those teams with members that have worked on similar conversion and enhancement projects.

Score	Description
8 - 10	Designed, developed and implemented an Oracle application that was converted and enhanced from Fortran, Unix scripts, and JCL.
6-7	Designed, developed, and implemented an Oracle application that was converted and enhanced from another programming language.
3 - 5	Assisted in Design and Development of an Oracle application that was converted and enhanced from another programming language.
1 - 3	Assisted in a conversion project or enhancement project.
0	Has no experience on a conversion or enhancement project.

TEAM SCORE: _____ /10 points

TEAM SUMMARY

PROGRAMMING SKILLS: _____ /20

APPROACH TO PROJECT: _____ /15

**KNOWLEDGE OF PROJECT
MANAGEMENT PRINCIPLES:** _____ /15

DEMONSTRATED EXPERIENCE: _____ /10

TOTAL: _____ /60 POINTS

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)